

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

IN RE: JESSICA B. TUCCIARONE	)	
<b><u>Debtor(s)</u></b>	)	CHAPTER 13
	)	
ACAR LEASING LTD	)	CASE NO. 23-11419 (AMC)
d/b/a GM FINANCIAL LEASING	)	
<b><u>Moving Party</u></b>	)	
	)	HEARING DATE: <b><u>9-13-23 at 11:00 AM</u></b>
v.	)	
	)	
JESSICA B. TUCCIARONE	)	11 U.S.C. 362
<b><u>Respondent(s)</u></b>	)	
	)	
SCOTT F. WATERMAN	)	
<b><u>Trustee</u></b>	)	
	)	
	)	

**STIPULATION OF SETTLEMENT OF MOTION OF ACAR LEASING FOR RELIEF  
FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for ACAR Leasing LTD d/b/a GM Financial Leasing (“ACAR”), and the Debtor having opposed such motion through her counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

**ORDERED:**

1. That ACAR is the owner and lessor of a 2021 Chevrolet Traverse bearing vehicle identification number 1GNEVGKW5MJ120093.
2. That with the entry of this Order, the Debtor has assumed the lease.
3. That the parties stipulate that the Debtor’s account has post-petition arrears through September 2023 in the amount of \$1,813.72.
4. That the Debtor is to cure the arrearage set forth in paragraph three (3) above by making her regular monthly payment of \$453.43 plus an additional \$604.57 (for a total monthly payment of \$1,058.01) for the months of October through December 2023.

5. That commencing October 2023, if the Debtor fails to make any payment to ACAR within thirty (30) days after the date it falls due, ACAR may send, via electronic and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That upon lease maturity, the Debtor must either surrender the vehicle or purchase it in accordance with the lease end purchase option. Upon lease maturity, ACAR shall be entitled to immediate stay relief and may repossess (if necessary) and sell said vehicle without further application to the Court. The terms of this paragraph are deemed to be self-executing in nature.
7. That the Debtor must maintain proper insurance coverage. There must be full comprehensive and collision coverage deductibles of \$500.00 each. ACAR must be listed as the loss payee. If the Debtor fail to maintain proper vehicle insurance coverage, or the Debtor fails to provide proof of such coverage upon request by ACAR then, ACAR may send, by electronic and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
8. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek  
Brad J. Sadek, Esquire  
Attorney for the Debtor

/s/ William E. Craig  
William E. Craig, Esquire  
Attorney for ACAR Leasing LTD  
d/b/a GM Financial Leasing

/s/ Ann E. Swartz  
Ann E. Swartz, Esquire  
For Scott F. Waterman  
Chapter 13 Trustee